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HarperCollins*Publishers*

May 18, 1995

The Point Foundation
c/o John Brockman Associates, Inc.
2307 Broadway
New York, New York 10024

Re: THE MILLENNIUM WHOLE EARTH CATALOG
edited by Howard Rheingold (the "Work")

To Whom it May Concern:

Reference is made to the agreement dated July 8, 1993 by and between you (the "Proprietor") and HarperCollins Publishers, Inc. (the "Publisher") with respect to the Work.

The Proprietor and the Publisher recognize that the paper used for the manufacture and publication of the Work derives from trees, a diminishing natural resource. In the interest of providing a means for replenishing those trees consumed in the manufacture of the Work, the Publisher shall, upon the completion of the first printing of the Work, determine the approximate number of trees consumed in the production of said first printing and shall provide the Proprietor with this information and the corresponding cost of planting one new tree for every tree so consumed.

The Proprietor and the Publisher agree that upon the Proprietor's written request, the Proprietor and the Publisher will <u>each</u> donate to the Basic Foundation (or a similar such nonprofit organization dedicated to forestry preservation, selected by the Proprietor subject to the Publisher's prior approval), a sum equal to the cost of planting one (1) tree for every tree consumed in the production of the first printing of the Work. The Proprietor and the Publisher each undertake to issue their own checks to the designated nonprofit organization within sixty (60) days of the Publisher's first publication of the Work, and each party will provide the other with a copy of the issued check as documentation of that party's contribution. The Proprietor and the Publisher mutually acknowledge that the contributions made pursuant to this agreement will be the

sole and independent responsibility of the respective parties, and such sums will not be charged against or credited to the Proprietor's royalty account in any manner whatsoever.

The Publisher's obligation hereunder is to make a matching contribution to that of the Proprietor, based on the formula stipulated above. If after receiving the Publisher's notice that accounts for the number of trees consumed and the cost of planting a corresponding number of new trees, the Proprietor decides not to make the contribution outlined above, this agreement will be voidable at the Proprietor's option upon written notice to the Publisher, and the Publisher shall have no obligation with respect to its share of the matching contribution.

If the foregoing is acceptable to you, please sign the enclosed copies of this letter in the space provided below and return all copies for countersigning. A fully executed copy will be returned to you for your files.

Thank you for your participation in this unique, cooperative program for environmental preservation.

Sincerely yours,

Thomas Grady
Vice President and Publisher
HarperCollins San Francisco

AGREED:

The Point Foundation

By: _____